THE EMMA MINE.

Two New Suits Against Park and His Partners.

HOW LITTLE EMMA WAS SOLD.

"Financiering" Extraordinary in London and New York.

ONE MILLION DOLLARS INVOLVED.

The suit against Trenor W. Park by the Englishmen who claimed that he had defrauded them has only sed off the boards of the law court to make room r two others brought by his American partners and Warren Hussey, of San Francisco, who came to New York as the principal witness for Park in the English suits. He imagined that Park was and had been his friend, but the developments of the recent trial opened his eyes and he saw that he had no been equibly dealt with. While Park was buying Emma mine tock from him for \$50, currency, he was selling it in London for \$117, gold. This and several other interting details are set forth in Mr. Hussey's complaint, which has been served on Park and his partners, H. Baxter and William H. Stewart, by Messers. Fullerton, Knox and Crosby. The complaint sets forth that prior to the month of April, in the year 1871, a corporation had been incorporated by and under the laws of the Territory of Utab, under the corporate name the Emma Silver Mining Company of High. That the stock of said company was owned by the following named persons, to wit:-The defennts, Trenor W. Park, H. Henry Baxter, Robert B. m. James Smith, James M. Day, Joseph R. Valker, Samuel S. Walker, David F. Walker, Matthew H. Walker, Francis D. Clift, Minerva M. Cunnington, and the plaintiff, Warren Hussey. That the persons last aloresaid, being the owners of the entire stock of said company, on or about the 8th day of April, 1871, which agreement the plaintiff refers, as part of this, his complaint. That, in pursuance of said agree-Company of Utah was transferred on the books of the company, as in said agreement authorized.

That thereafter, and in pursuance of the agreement doresaid, and on the 26th day of April, in the year 1871, a corporation known as the Emma Silver Mining Company of the State of New York was duly incorporated by and under the laws of said State. That thereafter and before the month of September in said year the company last aforesaid became the owners a certain silver mine, situated in Little Cottonwood ining district, Salt Lake county, in the Territory of Utah, belonging to the United States and known as the Emma Mine, and of all the property incident and belonging thereto. That the capital stock of said com-pany consisted of 50,000 shares of the par value of

the Emma Mine, and of all the property incident and belonging thereto. That the capital stock of said company consisted of 50,000 shares of the par value of \$100 per share.

That the defendants, Trenor W. Park and H. Henry Baxier, were the owners of and entitled to one-half of the stock of said company before the said and disposition increot hereinaiter referred to, and that the plaining was entitled to and the owner of one-eighth of the said stock before the said thereof hereinaiter referred to. That the certificates of shares of the said stock to which the several parties interested therein were entitled were not in fact issuel or delivered.

That the remainder of said stock was owned by the following named persons, to win:—Robert B. Chisholm, James Smith, J. R. Waiker, Samuel J. Walker, D. F. Waiker, M. H. Walker, Francis D. Chit, Minerva M. Cunnington and James M. Day, in proportion to the interests which they respectively held and owned in the stock of the Emma Sliver Mining Company of Utah.

That thereafter, and in the month of July, in the year 1871, the Emma Mining Company of New York, aforesaid, and the defendants, Park and Baxter, and said Joseph R. Walker and the plaintiff, acting under and in pursuance of the authority conferred upon them designated, authorized and employment, said in the monta of August, 1871, went to England for the propose of effecting, and with authority to effect and make a sale of the property aforesaid. That the monta of August, 1871, went to England for the purpose of effecting a sale of said property on behalf of the owners of the stock of the said company, That on or about the 18th day of August, 1871, an agreement was entered into by and between the said Emma Silver Mining Company of New York, through H. Henry Baxter, who was then President of the said company, and the defendant, William H. Stewart, by which the latter was to receive one per cent on sile selece and the cort the entire stock of a said of the property on the stock over \$3,000,000 in addition to such one per

in the \$3,000,000 for the entire stock. On all sales that would realize for the entire stock over \$4,000,000, in addition to such one per cent and such four per cent on the excess beyond the rate hant would realize the \$4,000,000 for the entire stock. That at the time the said Stewart made the agreement he was attorney for one James E. Lyon, who had thereleoire claimed to have a title to one undivided third part of the silver imme referred to and acting for and so behalf of said Lyon, and as his counsol he had entered into agreement with the said silver mining company, known as the Emma Silver Mining Company, imited, with a capital stock of £1,000,000 stering.

ALLEGEN CONSPIRACY TO DEFEACH.

For the purpose of cheating and defracding the plaintiff and other stockhoiders of the Emma Silver Mining Company of New York out of their stock, by inducing him and them to dispose of the same at much leas than its then real and market value, the delendants, after the execution of an agreement, wongfully and unlawfully conspired together to secure, by means of issue and raudulent representations and concealments in relation to the said sand disposition which had been made of the property and interests aforesaid, a same to thom by the plaintiff and other owners thereof of his and their sances of the stock of said company and of their respective interests therein, and in furtherance of their said scheme and conspiracy it was arranged by the desendants that the defendant Stewart, who was then in England, should return to New York before the plaintiff and the other stockholders aforesaid, acting in conjunction with the defendant, Baxter should secure contract for the sale of stock of the plaintiff and the other persons atoresaid, among other shoulds in conjunction with the defendant, Baxter should secure contract for the sale of stock of the plaintiff and the other persons atoresaid, among other shoulds of the company's property. That in order to stop the trouble which the said Lyon was making it was necessary to buy or p

of the subscriptions which were not notificus they sould not teil how many persons would really call for their stock. That the subscriptions were payable in instalments, running over periods of some months, and that after the books were closed they would prouably have to take enough subscriptions through fictious names to make the full amount £500,000 to be subscribed for. That of the cash which would be paid in for subscriptions Albert Grant was to receive £100,000. That they had also incurred very heavy expenses which would very largely and materially cut down the cash receipts. That in order to make a sale of the property it had been necessary to pay out, in addition to the payments to Albert Grant very large sums of money, and to give very large interests in the stock of the new company in order to secure the names and co-operation of persons whose influence it was very important that they should have. That they were not at liberty to disclose either the names of the persons to whom, or the amount of the money and stocks paid and given or to be given to the persons referred to; but that the plaintiff and other stocknotiers of the kimms gilven or thing Company of New York must simply take their word for it.

That the 25,000 shares of purchase money stock was

Mining Company of New York must simply take their word for it.

This the 25,000 shares of purchase money stock was to be tied up under the agreement with Grant for a period of nine menths, and could not be soid or divided during that time.

This the company known as the San Francisco Emma Mining Company, which was represented by William M. Leot, who was then in England, were making them a great deal of trouble, and that the new English company had required the execution of a bond to it by Park and Baxter guaranteeing the title of the English company in double the amount of the purchase price of the property, which would be £2,000,000. That the said Park enjected to giving such bond, and would not de so unless he was to be largely paid for it. That the

earrying out of the sale above referred to would make it necessary that the said Park should remain in London a long time, to the neglect of his business in the United States. That he did not wish to remain there, and he insisted to the said Stewart that some person or persons among the owners of the stock of the Emma Silver Mining Company of New York should go to England and take his place in carrying out the sale, unless the plaintiff and the other owners of said stock were willing to soil their shares at some price to be agreed upon.

That in view of the foregoing facts it was impossible to tell what, if any considerable sum, could be eventually realized from the sale of the property aforesaid.

oventually realized from the sale of the property aforesaid.
That thereupon the defendant Baxter, who then owned one-quarter of the stock of the said company, in pursuance of said wrongity and unlawful conspiracy, and for the purpose of misleading the plaintiff and other owners of the said stock, fraudulently pretended to acquisece in the statement and suggestions of the said Stewart, knowing the same to be lake with reference to the giving of the 5,000 shares of the stock of the said company to said Lyon, and urged the necessity therefor and expressed a willingness on his part to contribute his proportion of stock for that purpose, and stated that as he could not possibly go to London and take the place of Park, and did not think that any of the other parties interested were competent to go there, as Park had already begun the negotiations, and he expressed his readiness to dispose of his stock on the basis proposed in a draft agreement, which the said Stewart thereupon submitted. In submitting the said draft agreement the said Stewart stated and represented that the extreme price which he was authorized to offer for the stock was \$50 per stare, payable in United States currency, according to the provisions of the drait agreement submitted.

Relying upon the statements and representations of

stock was \$50 per suare, payable in United States currency, according to the provisions of the drait agreemant submitted.

Relying upon the statements and representations of the said Stewart and of the said Baxter, and supposing them and each of them to be acting in entire good latth, the plaintiff consented to contribute from his share of the stock of the said Emma Silver Mining Company, of New York, his pre rdfa for the purpose of making up the 5,000 shares of stock to be used in setting the ciaims of the said James E. Lyon, and the other owners of the said sucek consented twereto, and there-upon the said Stewart, who then claimed to be acting solely on behalf of the said Lyon, and for the purpose of misleading the plaintiff and others and in nurtherance of said conspiracy, stated and represented that inasmuch as he had been in London on the spot, and knew all about the saie to the English company, ne was very willing to sign the contract proposed on behalf of Lyon for the 5,000 shares of stock. Thereupon the plaintiff and the others interested in said agreement, although nominally in the name and on behalf of the said Park, was really made in the interest and for the benefit of all the delendants who were jointly increated therein, and with their knowling and unlawful agreement aloresaid, and for the purpose of misleading and outerouding the plaintiff and other owhers of the stock of the said Emma Silver Mining Company of New York.

The statements and representations made by the said Stewart, as aforesaid, in reference to the claim of the said Stewart for any other or leas sum or rate than 5,000 shares of the stock of them said Emma Silver Mining Company of New York, were untrue, as the said defendants and each of them well knew at the time the said statements and representations were so made as anoresaid.

said statements and representations were so made as aioresaid.

Before the said Stewart left England, and on or about the 23d day or November, 1871, the said Stewart and the said Park, acting for themselves and the said Baxter, had procured from the said Lyon a conditional assignment of the contract, by which Lyon had bound nimself, within twenty days thereafter, to accept the sum of \$200,000, of which the sum of \$50,000 was payable to said Stewart and his law partner, for the transfer of all his interest in the contract last aforesaid, and in the Emma Silver Mine. And it was untrue, as represented by the said Stewart, that the said Lyon was unwilling to take anything less than \$6,000 shares of the stock of said company in settlement of his claim and contract, and the signature of the said Stewart to the contract aloresaid for \$5,000 shares of stock was not known to said Lyon, nor was it authorized by him, but it was made in pursuance of the fraudulent conspiracy aforesaid.

It was untrue, as Stewart and the other defendants well knew, that a large or any considerable portion of the subscriptions to the stock of the Emma Silver Mining Company Limited were fictious.

It was not true, as Stewart and the other defendants

linous.

It was not true, as Stewart and the other defeadants well knew, that to make a sale of the property it had been necessary, in addition to the payment to Albert Grant, to pay out large sums of money and to give very large interests in the stock to secure the names and co-operation of persons whose influence it was necessary they should have.

It was not true, as represented by Stewart, that the share price of sais zale—to wit, £500,000 sterling—was, by the terms of the agreement of sale, tied up.

Baxter did not, as he claimed and pretended, contribute his preportion of stock to make up the 5,000 shares of stock which it was represented was necessary to be used in settling with the said Lyon. His pretence of contribution for that purpose was a sham, and was made with the fraudient intent and design to mistead the plaintiff and others and to induce him and them to enter into the agreement herein above set forth.

Baxter did not in good faith subscribe his name and his stock to the agreement.

It was not true that the said Emma Silver Mining Company of San Francisco, through William M. Lent or otherwise, were giving Park and Stewart agreat deal of thebein in their attempts to effect a sale of the Emma Silver Mining Company of New York, and the delendants, and each of them, had been compelled to give a bond of indemnity in the sum of £2,000,000 sterling, or

the was not true that the said Park and the said baset, or either of them, had been compelled to give a bond of indemnity in the sum of £2,000,000 sterling, or any other sum, guaranteeing the title of the Emma Silver Mining Company Limited to the mining property theretolore conveyed to them. On the contrary, what was done in that behalf by Park and Baxter, or either of them, was done voluntarity.

In making the statements sloresaid the defendants suppressed and withheld from the plantiff the real truth of the latts in their possession with reierence to the saic and the terms and conditions thereof which had been effected by and through the defendants, Park and Stewari, in England.

TRUE INWARDNESS OF TEX SALE OF LITTLE EMMA.
The plantiff sligges that he has but just ascertained the truth and the lacts in relation to the sale of the property aforesaid to be as follows:—
That immediately after the execution of the agreement subscription books were opened in England for the 25,000 shares of the capital stock of the said Emma Silver Mining Company of London, limited, which by the terms of said agreement were to be offered to the public.

That said company was organized, and a prospectus That said company was organised, and a properties thereof issued.

That each of the defendants were on the board of directors of said last named company.

For the purpose of enabling such parties as desired to make application for the shares of said company, the said company adopted a form of application, and caused the same to be printed for use in making application

said company adopted a form of application, and caused the same to be printed for use in making application for said shares.

Before the time of the allotment of shares as aforesaid, to wit, the 21st day of November, there had been more than sufficient shares of the stock of the company subscribed for. The defendants, Park and Stewart, were present at and participated in the allotment of said stock, as directors of said company. So many shares of the stock of the Emma Silver Mining Company, limited, had been applied and subscribed for before said allotment by bona fade applicants and subscribers that the said company were not able to furnish the shares applied for to all the applicants therefor, and after the allotments said company did return a large amount of money to persons who had applied for such stock, and had paid the instalments required to be paid by the terms of the prospectus.

That under and in pursuance of the agreement before referred to there was paid and delivered to, and received by the defendant Park, on or before the 4th day of December, 1871, for and on behalf of himself, the plaintiff, and other owners of the stock of the Emma Silver Mining Company of New York, the sum of £400,000 sterling, at the city of London; of the fact of such payment, the defendants, stewart and Baxter, were, at or about the time thereof, fully informed, and immediately thereupon, and on or about the 7th day of December there was paid to Baxter £100,000 of said money.

On the 23d day of November, in said year, the Board

at or about the time thereof, fully informed, and immediately thereupon, and on or about the 7th day of December there was paid to Baxter £100,000 of said money.

On the 23d day of November, in said year, the Board of Directors of the Emma Silver Mining Company imited, at a meeting heid on that day, at which the defendant Stewart was present, declared the first interim monthly dividend upon the shares of said stock at the rate of eighteen per cent per annum, payable on the 1st day of December then next ensuing. That in pursuance of the declaration there was paid by the company, on the 1st day of December of said year a dividend on the stock of the company at and after the rate of eighteen per cent per annum. That Park, at the time of the declaration of the dividend, was aware of the tact that such dividend had been declared, and was also aware of the payment thereof, on the 1st day of December, 1871.

That after the declaration and payment of the dividend the stock of the Emma Silver Mining Company, limited, was worth in the market in London and was soid thereon for over £25 per share.

That for the purpose of keeping the plaintiff and the stockholders of the Emma Silver Mining Company of New York in ignorance of the Iraod which the defendant failed to make any communication to him or them, or to render any account to him or them, as ne had agreed to do.

That the defendant, after the execution of the agreement of the shares of the stock of the Emma Silver Mining Company, immited, of which the plaintiff, by virtue of his ownership of the stock of the Emma Silver Mining Company, immited, and civided the proceeds of such saic among themselves, and before the saic thereof had received very large dividends thereon, amounting to many thousands, of unlars.

The Judgment Demander.

The plaintiff therefore demands judgment as follows:

First—That the agreement for a sale of the stock of the Emma Silver Mining Company of New York, be-

lows:

First—That the agreement for a sale of the stock of the Emma Silver Mining Company of New York, belonging to the plaintiff, be declared and adjudged to be void and of no force and effect.

Second—That the subscription and combination by the plaintiff to the said James E. Lyon, of his pro-raid proportion of the stock of the Emma Silver Mining Company of New York, for the purpose of making up the 6,000 shares of said stock, be declared and adjudged.

to have been attained by fraud, and to be of no force and effect. Third—That the defendants, and each of them, be declared and adjudged to account for and pay over to the plaintiff the moneys realized on the sale of the stock by the Emma Silver Mining Company, limited, to which the plaintiff was entitled, in consequence of his ownership of and interest in the stock of the Emma Silver Mining Company of New York, less the amount which has been paid to the plaintiff under the contract, and that he have judgment for the amount found due on such accounting.

Fourth—That he have judgment for the costs of this action.

THE SECOND BUIT.

The other of the two suits spoken of above is brought by Robert B. Chisbolm against Park & Baxter, and the grounds of the complaint and the complaint itself are in all assentials identical with those queted above. Including the interest accrued on the amounts claimed the plaintiffs each seek \$500,000. Mr. Lyon spoken of in the complaint will soon bring an action for the same amount against Park and his former attorney, Stewart.

MURDER ON SHIPBOARD.

A COLORED SAILOR KILLS A COMBADE DURING

AN ALTERCATION ON BOARD THE SUNBEAM. The steamship Colon arrived at this port yesterday charged with murder on the high seas. The prisoner yesterdny afternoon, but as no evidence was at hand further than a letter from a United States Consul dethat the documents had been sent by mail on the Colon, he was remanded until to-day. Collins is a tall, stoutly built, but awkward mulatto, about twentyfive years of age, and says he is a native of Grand Cay-

day in question discharging some augar at a port in Costa Rica. He and another sailor named Johnson, day in question discharging some sugar at a port in Costa Rica. He and another sailor named Johnson, after finishing their work, were going on board the vessel when they met the cook, another colored man, named R. H. Shirley and a native of Jamaica. Codins, according to his own account, said to Shirley, "Please get me a few nails," to which the latter replied, "What in hell do I know about nails?" An altercation then ensued, in the course of which Collins alleges that "Charley," as he calls Shirley, used an opprobrious epithet. The cook asked Collins if he would fight him and invited him to come below the gailey for that purpose. The latter expressed his willingness to fight, but refused to go below the gailey, alleging that "it was not his place." But the cook, he says, cursed and abused him so much that he was fically provoked to go below the gailey. As soon as he went up to him Shirley struck him in the face with his flat. Collins returned the blow and the cook fell, his lorebead striking against a chain, which cut him severely and he bled freely. Shirley got up, went to the gailey and came back with a knile in his hand. Collins caught hold of bim and a struggle enaued. Shirley then called on Collins to let him go and the latter replied, "Let go the knile." He dropped he knile and Collins then loosed his hold on him and they separated, Collins going forward and the cook ait. The Captain was ashore at the time, and some one got a boat and went to inform him of what had occurred. The Captain was ashore at the time, and some one got a boat and went to inform him of what had occurred. The Captain came aboard and told Collins that the cook was dead. This, he alleges, was the first intimation he had of it. Shirley lived only half an hour alter the fight. Collins was then placed under arrest and conveyed here. He has never been in New York before.

HARLEM STEAMBOATS RACING.

TO THE EDITOR OF THE HERALD:placed in jeopardy this morning by the Morrisania boat Harlem undertaking to pass the Sylvan Glen, of the other line, on the twenty minutes past eight o'clock trip from Harlem to Peck slip. As one of the daily passengers of the Harlem line I avail myself of your columns to enter a protest against a repetition of the racing on the Harlem and Morrisania boats, and hereby warn the pilots of those boats that I shall bring the matter before the proper authorities if the officials of the two companies do not at once remedy the evil to which I reier.

REAL ESTATE.

The following were the transactions on the Real Estate

Supreme Court foreclosure sale—B. C. Chetwood, reteree—of a house, with lot 23x28, on av. C. w. s.. 450 it. s. of 16th st., to Thomas Hastings, plaintiff.

cock, plaintiff, for.

BY J. T. STEARNS.

Supreme thourt foreclosure sale—Wm. R. Brown, referee—of a piot of land 100x163, Walton av. w. s., 295 ft. n. of r.lla st., Morrisanis, to estate of P. Davis, plaintiff, for.

Eldridge st., No. 62; Bertha Moriock to Teede R. Johnson.

130th st. n. s., 182 ft. e. of 5th av. 16x99.11, also 130th st. n. s., 230 ft. e. of 5th av., 16x99.11, also 130th st. n. s., 230 ft. e. of 5th av., 16x99.11; Bernard Spaulding and wise to Jane B. Eddy.

142d st., s., 250 ft. w. of 8th av., 25x190.11; William H. Fiorence and wife to John D. Barry.

73d st., s., 150 ft. w. of 3th av., 20x102.2; Joseph futman, Jr., 10 Mary B. Cauldwell.

5th st., s., 275 ft. w. of 9th av., 50x100.5; Julia E. Appleton a d husband to Carl Beck.

Frankfort, n. e. corner of Cliff st., 22 8x51; Rebecca Lee and hasband to New York and Brooklyn Bridge Company. 8,000 2.000 13,500 Houston st. East, No. 350; Adolph Bremer and wife to Caroline selfs.

122d st. n. s., 140 ft. e. of 4th av., 150x100.11; Daniel R. Kendall to Joseph Peter.

122d st. a. s., 140 ft. e. of 4th av., 150x100.11; same to William Frederick Niebuhr.

124,000 Larayette place, w. s., 2025 ft. s. of Astorplace, 18x 155x1rregular; George S. Mallory and wife to Marshall II. Ma lory.

Nom.

Shall II. Ma 107.

74th St., n. x. heast River. also 74th St., x. x.

East River: Robert McCafferty and wrife to Patrick
Parley.

89th St., a. x., 62.9 it. e. of 1st av., 43.2x50.4;

also 1st av., a. x., 125.10 ft. n. of 8xth st., 18.7x

189.9; T. Patten and wife to R. Irving and others.

East Broadway, No. 191; S. Rosenback and wife to
Ernst W. Fischer.

Madison av., w. corner of 75th st., 100x102.2; H. R.

Heekman (refereo) to J. M. Furman.

50,000

50th av. s. e. corner of 66th st., 25.5x100; A. Surkney (referee) to Kate Bruner.

Watton av., w. s. 255 it. n. of Ella st., 65x100 (23d

ward); W. K. Brown (referee) to

Sid st. n. s., 200 it w. of 1st av., 109x130; H. W.

Kennedy (referee) to Manhattan Life Insurance
Company.

Monroe st., s. s., 198 ft. e. of Gorlears st., 22.5x70;

J. H. Fay (referee) to Patrick Carvisher, Jr., 3,500

Railroad av., s. e. corner Wetmore st., 100x100; F.

V. B. Kennedy (referee) to James J. Phelan.

Wardi); same to same.

Serian av., w. s., 375 ft. n. of 3d st., 75x130 (23d

ward); same to same.

Freian av., w. s., 375 ft. n. of 3d st., 75x130 (23d

ward); same to same.

Serian av., w. s., 375 ft. n. of 3d st., 75x130 (23d

ward); same to same.

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ward); same to same.

Serian av., w. s., 375 ft. n. of 3d st., 75x130 (23d

ward); same to same.

5,000 12,000 Blinn, Prosper J., to Adolph Dreste, No. 33 2d av.; 1 year.

Beck, Carl, to Henry A. Robbins, a. a. of 58th at., w. of 9th av., 5 years.

Same to Julia K. Appieton, s. s. of 58th st., w. of 9th av.; 5 years.

Deiong, David B., to Thomas J. Hoghtaling, n. s. of Clinton place, e. of 5th av.; 2 years.

Pis. Join and wife, to Gerolam Merello, s. e. corner of Broome and Eldridge sts.; 5 years.

Burkhard, Catharine, to Joseph Caprano, Nos. 343 am 345 15th st.; 5 years.

Cornell, Margaret C. and others, to Samuel Wecks, Jr., a. s. of 85th av.; 5 years.

Cummings, Ann C. and husband, to James W. McBarron, n. s. of 28th, w. of av. B.

Same to Matnew Farris, n. s. of 2d st., w. of av. B.
3 years. 3 years Niebuhr, William F., to Damel R. Kendall, s. s. of 122d st., e. of 4th sv.; 6 months... Peter Joseph, to same, n. s. of 122d st., e. of 4th sv.; 6 months.

THE COURTS.

Lager and Music Combined an Unpardonable Offence.

SICK AND IMPRISONED.

An Undistributed Fund of the Old Adams Express Company.

There is a statute which requires the payment \$500 per annum for the privilege of giving theatrical performances for profit. The money realized from these license fees goes by law to the support of the its officers being charged with the prosecution offenders against the law. From time to time the lagor beer gardens on the Bowery and east side have come many of them have been compelled to pay the annual The owners of these places have fought with great pertinacity against the operation of the law, claiming that the addition of instrumental and vocal music to their lager and pretzels was in no just sense an infringement of the law relating to theatrical entertainments. Among the con-tumacious and impenitent of such proprietors was John Meter, who kept a saloon in the vicinity of Ludiow Street Jail, and would persist in mixing wine the \$500 per annum. He was taken in hand by the

and song for his customers without the payment of the \$500 per annum. He was taken in hand by the association, and in April last found himself transferred from the outside to the last de of Ludiow Street Jail for contempt of court in having continued his music in defiance of an injunction of the Supreme Court and without the society's license. He has been incarcerated now fitteen days, and evidently he finds it not to agree with him. Yesterday, in Supreme Court, Chambers, Colonel Spencer made a motion for his discharge before Judge Barrett This motion was made on the ground that the sort of entertainment he continued to give after the injunction he did not regard as an infringement of its terms; that he was now sorry for his mistake; was sick, without money, and needed attentions which he could receive only at his own home.

Mr. J. Randolph Robinson opposed the motion en behalf of the society. He said Meier had been one of the most troublesome adversaries the society had to deal with; that he had fought them for a year and a half before a referee, put them to an expense of \$300 and the counsel to a loss of seventy-five days. Even alter this the society offered to abandon the prosecution if he would pay them the \$300 he had compelled them to expend, but he rejected the offer, and now asked to be let out after but lifteen days' imprisonment. Colonel Spencer replied with warmth on behalf of the world pay them the \$300 he had compelled them to expend, but he rejected the offer, and now asked to be let out after but lifteen days' imprisonment. Colonel Spencer replied with warmth on behalf of the vender of music and drinks, saying the society had collected \$30,000 annually from men of his class, and it was rather small to now complain of an expenditure of \$300 of that amount. His cleint was without menns, and if he paid this or any amount it would have to come irom his friends, from whom those thousands had been collected. For his part he saw no crime in accompanying the cheering glass with cheering music; certainly

in Jail.

Judge Barrett said he thought if the man's health and condition was such as represented he should not be continued unreasonably long in just; but, under the circumstances, fitteen days seemed too short. He thought thirty days would not be oppressive, and might be a warning to others. He would, therefore, deny the motion at present, with liberty to renew it at the end of fitteen days more.

ADAMS EXPRESS (OLD). In the suit of E. Gilbert and others vs. The Union Trust Company of New York as receiver of the assets which were of Adams Express Company (old), Judge Barrett made an order in Supreme Court, Chambers, esterday, that it be referred to Sidney Webster to take proofs and evidence under all the issues, and report the same to the Court; that he also specially report the amount of the trust fund originally deposited with and received by the Trust Company; what interest should be paid, if any, thereon; what disburse-ments for or on account of said fund have been properly made therefrom; the amount of compensation to which the derendant, as such receiver, is en titled; the amount of costs and allowances to which the parties to the suit are severally entitled, including in the plaintifs' costs the compensation of the referee; ane emounted the fund which will remain in the hands of defendant after Edding such costs and allowances; who are the owners of the certificates of interest mentioned in the complaint, and to what extent are they severally interested, and where do they severally now reside. Also, what dividend of said residue of said fund should be made among said certificate holders; what notice thereof should be given; when, where, how and by whom the same shall be paid, and what disposition, if any, siter such payment, should be made of Said interest certificates. Further, that upon the coming in oi such report either party to the suit may move on four days' notice to make the same the final judgment of the Court herein; and on filing an affidavit by the President of the said defendant that it has fully compiled with the requirements of such final judgment in Union Trust Company shall be ipse facto forever discharged and released of and from all further responsibility or liability to account for any and titled; the amount of costs and allowances to which forever discharged and released of and from all fur-ther responsibility or liability to account for any and all funds which came to its hands as receiver of the assets which were of Adams' Express Company, old.

SUMMARY OF LAW CASES. Chang Ah Tong, the Chinaman who was arrested on Thursday on a charge of forging the name of Charles Samuels, or Sam You, to receipts for three money orders, aggregating \$120, was taken before Commissioner Osborn yesterday and held in default of \$3,000

who describes himself as a cigar pediar, was arrested yesterday by Officer Schmittberger on a charge of passing a counterfeit fifty dollar note on the Central National Bank of the city of New York, and taken be-fore Commissioner Deuel, who held him, in default of

The trial of the suit of Havemeyer vs. Havemeyer, growing out of the alleged unauthorized saie of Long Island Railroad stocks, the full facts of which have already been published in the HERALD, was commenced

Island Railroad stocks, the full facts of which have aiready been published in the Herald, was commenced yesterday before Chief Justice Curtis, in the Superior Court. The trial will probably last two or three days. In a motion heard before Judge McAdam in Marine Court, Chambers, yesterday, it was held that the new remedial code does not change the time within which a summons in that court must be made returnable. Yesterday, being "short cause" day, has come to be known also as "dull court day." There is owing to the fact that aimost all the "short causes" tried are merely to recover on promissory notes or money demands, where the defence has, in many instances, been put in for mere delay and the facts such as cannot interest the general public.

Judge Barrett, in Supreme Court, Chambers, yesterday allowed a writ of habeas corpus in lavor of Anule King. Annie is imprisoned on a commitment for disorderly conduct, and says her cotamitment, upon examination by a Judge of the Supreme Court, will be tound such tinat any lawyer could drive a coach and four through it, and she thinks ane ought to be able to emerge through the gap made by a four-in-hand.

Argument on the alternative writ of mandamus heretolore granted in favor of ex-Sergeant Miller against the Board of Police Commissioners, with a view to compet payment of two months' salary, the particulars of which have aiready appeared in the Heraldo, was called before Judge Lawrence in Supreme Court yesterday. Mr. McClelian, the counsel for the Commissioners, filed objections to the nettion on which the writ was issued for insufficiency of allegations, and Mr. Grant, counsel for Miller, asked until Wednesday to answer them. The case was adjourned to that day.

SUPREME COURT-CHAMBERS. By Judge Lawrence. Wolle vs. Sullivan.—The papers have not been sub-

By Judge Barrett.

Hassen vs. Stillman.—Motion denied without preja-Massen vs. Stillman.—Motion denied without prejudice to a renewal on fresh papers.
Oppenheim vs. Montique.—Motion granted, with costs and \$10 costs of motion.
Mitchell vs. Worrall.—Upon the affidavits leave to renew is granted for the third Monday.
Ackerman vs. Ackerman.—Motion granted and judgment cancelled.

By Judge Donohue.

By Judge Donohue.

Dinkelsplei vs. Levy.—Order granted.

Matter of Gaulaud.—Motions denied. Memorandum.
The Victory Webb Printing and Folding Machinery
Manufacturing Company.—Granted as marked on the SUPREME COURT-SPECIAL TERM.

By Judge Van Brunt.
Lornelaw vs. Snebly.—This case must be referred.
Morgan vs. Birnbaum.—This is an action at law.
Jackson vs. Baylis et al.—Findings and decree SUPERIOR COURT-SPECIAL TERM.

By Judge Sanford.
Mitzcherling vs. Van Winkle et al. -- Motion denied.

with \$10 costs.

Hanion vs. Gilbert et al.—Motion to continue in-junction denice and order vacated, with \$10 costs, Wilson vs. Davis,—Motion granted; order to be settled on one day's notice.

Franklin vs. Cathu, Jr., et al.—Two motions granted.
Coleen vs. the Dry Dock, East Brondway and Bat-tery Railroad Company.—Order discontinuing action. Beard vs. Sinnott.—Remittitur filed and judgment affirmed.

Concily vs. Williams, -Order overruling demurres The Singer Manufacturing Company vs. Stewart.

Order settled.
Ryerson et al. vs. Tone. - Motion denied. COMMON PLEAS-CHAMBERS.

By Judge J. F. Daly. Guth vs. Dalton; Feck vs. Mahan; Hean vs. Cable.— lottons granted. McElwee va Sanford and another.— Demurrer susd. See opinion.

sanuel vs. The Mayor, &c.—Motion for new trial
dd. without costs.

nuit vs. Poiton.—Order modified and defendant
red to accept short notice of trial for June term,

Stowart vs. Breslin; Ferris vs. The Mayor, &c.—
Orders within twenty days.

Stowart vs. Breslin; Ferris vs. The Mayor, &c.—
Orders vs. Wells. Same vs. Co.—Objections sustained.

Application denied, without costs, with leave to renew.

Raftery et al. vs. Byrnes et al.—Demurrer overruled and judgment ordered for plaintif, with leave to
defendant to withdraw his demurrer and put in answer within twenty days.

Stewart vs. Breslin; Ferris vs. The Mayor, &c.—
Orders granted.

Orders granted.
Plaiky vs. Deviln; Same vs. Same; Palmer vs. Deviln; Burke vs. Deviln.—References ordered.
Deviln vs. Deviln.—Complaint dismissed, with costs. MARINE COURT-CHAMBERS.

By Judge McAdam.

Aspinwall vs. Ryckman — the present remedial code locate not affect supplementary proceedings in this locat, which are to be conducted as heretolore.

Ward vs. O'Donnell. —Injunction vacated and pro-

Ward vs. O'Donnell.—Injunction vacated and pro-cedings dismissed.
Morris vs. Reynolds.—A. Thain appointed receiver.
Bonnell vs. Graham.—Motion granted.
Gaunon vs. Brauy.—See indorsement on papers.
Zitzman vs. Bragelman.—Botault.
Abrahams vs. Bowcock.—Motion granted for 25th Grady vs. Hart.—Lien discharged of record. Rubenstein vs. Remschrable.—Order of arrest

Rubenstein vs. Remschrable.—Order of arrest valued.

Bowling vs. Crane. — E. Jacobs appointed receiver.

Maitby vs. Coffey. —Verdict for plantiff.

By Judge Sinnott.

Suchbach vs. Woistein. —Memorandum for counzel.

O'Dea vs. Deveran. —See indorsement on papers.

McCafferty vs. Lynch. —See indorsement on papers.

Helion vs. Leubuscher. —Case settled.

Carpenter vs. Harrison. — Complaint dismissed.

McKinley vs. Seitz. —See indorsement.

Bell vs. diasard. —See indorsement on papers.

McGill vs. Henriques. —See indorsement on papers.

By Judge Goopp.

Smith vs. Allt. —See indorsement on papers.

Bioom vs. Harnstein. —See indorsement on papers.

GENERAL SESSIONS-PART 1. Before Recorder Hackett.

A CLEVER SWINDLER CONVICTED. The trial of William Leith, who was charged with forgery, in having defrauded the Merchants' Exchange National Bank of \$20,517 17, by means of forging the signatures of Messrs. Bryce & Smith, liquor dealers No. 83 Front street, was resumed yesterday. The evidence given by Veltman, who was the bookkeeper of the ürm named, and who had pleaded guilty, was substantially corroborated. Among the witnesses exam cution were Alien S. Apgar, cashier of the Merchants' Exchange National Bank, and one of the bookkeepers of the Marine, Fulton and Corn Exchange National banks, and Frederick I. Fay, paying toller of the Union Trust Company, who testined as to the various deposits. Detective Reilly stated that after the arrest of the prisoner he found on his person a memorandum giving the amount of the different lorgeries and the share which Veltman received. This closed the case for the prosecution, and Mr. John R. Fellows, on Dyke, who had been his counsel. He explained that the memorandum found on the prisoner was given by the witness; that the figures had been obtained from the Presolent of the Merchants' Exchange National Bank. In cross-examination by Mr. Bell the witness declined to answer several questions, claiming his privilege as counsel, but the Recorder informed him that he must comply with the general rule when he undertook to become a witness. It then transpired in the course of lurther examination that the witness had seen William A. Leith, son of the accused, who is also said to be implicated, in his office inst day. The prisoner's daughter, Henrietta Leith, then gave some testimony of an unimportant character, and the case closed. Mr. Fellows intimated that, in view of the evidence adduced by the prosecution, he would submit the case. The Recorder delivered his charge, and the jury immediately found the prisoner guilty. The Recorder, when about to pass sentence, said this was one of the most infamous swinding cases that ever came before him, and the penalty on one conviction was entirely imadequate. Mr. Bell said that the prisoner would be tried on another indictment, there being five against nim, and asked that the cremanded. The prisoner was then taken to the Tombs. cution were Allen S. Apgar, cashier of the Merchants Exchange National Bank, and one of the bookkeepers

FOILED IN THE AITEMPT. A Brooklyn thief, who gave the name of George Bennett, broke into the dry goods store of John Palmer, No. 420 Third avenue, on the 2d inst. with intent to steal, but he was captured before he carried off any property. he pleased guilly and was sentenced to two years in the destructurery.

GENERAL SESSIONS-PART 2.

Before Judge Gildersleeve. from Pointd, were arraigned by Assistant District Lyon charged with burgiary. It was alleged on the part of the prosecution that on the morning of April 12 they broke into the rooms of Rachel Moses, No. 50 Chrystic street, while sho was absent. Sho testilled that when she returned sne found the prisoners in the act of carrying of her property. Levt, she said, sicle a box containing jeweiry and Goodstein a pair of shoes; both men ran off, but were subsequently captured. The sales of active stocks to shoes; both men ran off, but were subsequently captured. tured. Mr. Charles Spencer examined a host of wincesses, some of whom swore that Levi was elsewhere at the time of the Surgiary and that Goodstein was invited to the premises by the complainant. The evidence was very contradictory. The jury, after an absence of about an nour, found Goodstein golity and acquitted Levi. Judge Gildersleeve sent Goodstein to the State Prison for the term of three years and six months.

DITAR AND SENTENCES.

James Kennedy, No. 423 East Fourteenth street, as saulted an old lady named Ann Sheridan, No. 428 East Thirteenth street. When Officer Ryan attempted to arrest him he struck him in the face with bras to arrost him he struck him in the face with brass knuckles, inflicting a serious wound. He pleuded guilty and was sent to the State Prison for three years. John Keily pleaded guilty to larceny from the person of August L. Hoffman, No. 119 Chambers street, and was sent to the Penticontary for one year.

George Danner stole a quantity of wearing apparel from the room of Frederick Schueiz, No. 431 Broome street, on the 20th of April last. He was sent to the State Prison for two years and six months.

Robert L. Rivingion pleaded guilty to lorgery in the third degree. He was sentenced to two years in the State Prison.

OUR DISPENSARY SYSTEM.

A NEW PLAN SUGGESTED BY THE MEDICAL PROFESSION.

There was an important meeting on Thursday night of the New York Public Health Association at the hall of the Academy of Medicine in Thirty-first street, the subject under discussion being the abuses in medica charities, especially as regards our dispensary system. The discussions were long and important, but the fea-ture of the evening was the report of Dr. Stuyvesant F. Morris, the chairman of a committee recently ap-pointed by the Health Association to inquire into this the dispensaries as to the best means of referming any abuses which might be found to exist. The conclusion and the only way to effect the necessary reformation would be to establish provident dispensaries. About every year, and this number. Dr. Morris claimed, is vastly in excess of the number of persons who are entitled to free treatment. He thought if proper rules were adopted regulating the dispensaries there would be a falling off of nearly forty per cent. He also reported that the house physicians of the dispensaries are unanimous in speaking of the abuses which exist and say that of the persons now treated free one-third to one-half would be able to pay a small fee. Financially the dispensaries are not a success, and Dr. Morris showed that out of the six leading fispensaries in New York the annual deficit is over ten thousand dollars, one only having a surplus of \$450.75. So far only two efforts at correcting this excessive free treatment have been made. At the New York Dispensary since May of last year ten cents has been charged one chass of patients. The result of this experiment was an income of \$617.33 from May 1 up to the 31st of December. The Northeastern Dispensary demands a fee of ten cents in all cases where the patient is able to pay at all, it is said, with satisfactory results. Dr. Morris, in behalf of the committee, then presented a plan for weeding out the free patients of the dispensaries who are able to pay or partially able to pay. The basis of the plan is the weekly income of the individual or family applying for treatment. All persons who are in receipt of less than a certain sum are to be treated upon what is called, in England, the provident system, which is based upon the financial condition one the plan proposed it is suggested that each of the dispensaries shall appoint a person whose duty it shall be to take off daily from the dispensary registers the names and addresses of all applicants, visit them at their homes and lind out their condition, and be requested to join in the prevention scheme, which provides for small personic as an improper person holding it may be recognized as an improper person for free assistance upon his next application, and be requested to join in the provident s every year, and this number, Dr. Morris claimed, it

FINANCIAL AND COMMERCIAL.

An Animated Stock Speculation.

The Market Very Active-Coal Stocks Weak.

GOLD 107 A 107 1-4 A 107 3-8.

Investment Securities Strong and Higher.

MONEY ON CALL EASY AT 2 A 2 1-2 PER CENT.

FRIDAY, May 11-6 P. M.

solicit from the various corporations whose securities are dealt in on the Stock Exchange periodical statements of their financial condition met yesterday with the unanimous approval of Board members. Its publication to-day in the public prints has brought the subject to the notice of stockholders as a body, and has circited equal signs of approbation. The very failure of the committee to obtain what they had a reasonable right to require proves that the demand was a proper one and that the information sought for should be exacted peremptorily. The modus operandi of compelling a publication of the desired information may take different shapes, but it seems to us that the power lies in the hands of stockholders themselves. It simply exists in the expression of opinion through the ballot box at annual elections as to whether the managing to hold the position of masters or servants. In theory they have held the latter position—in practice, they have assumed the former; assumed it, too, with a degree of annoyance and overbearing assumption that has cowed stockholders and almost led them to believe that they possessed no voice in the manage-ment of their own property. It is time that this "still small voice" should be developed into such commanding tones that the guardians of corporate properties will be forced to bear and to obey it. They themselves sufficiently in their own affairs to appoint such directors only as will pledgo themselves to carry among these instructions none can be of greater importance than such as require from time to time a fair, clear and truthful statement of business and financial condition. This information is what stockholders should have obained for themselves, what the Stock Exchange committee attempted to obtain for them, and what in most cases has been imparted to notther. The committee are remiss in not naming with commendation the comnanies which acceded to their requests, while they are to be praised for so boldly placing in the pillory those which have relused. If these latter should find themselves bedaubed with the mud of doubt and suspicion they will owe it to their own folly and the unenviable position in which they have been placed by the committee's report. Business to-day was upon a much more extended scale and grew out of increased activity in the coal stocks and in Western Union. The anthracite companies have got at loggerheads again and have torn up their schedules of future prices for coal as pub-lished a month or so since. Standing in whole suggest that the higher charges then advertised were for the purpose of bulling the stocks, as is the action to-day for the purpose of bearing them. There are those, however, who, without fear of consequences either from court or company, protess to believe in the probability of both suggestions. Whatever be the fact the result was a fall from 3 to 4 per cent in the two Delawares and no recovery at the close. As a set off to the decline in the coal fancies the Board was treated to a rise in Western Union, which added nearly 3 per cent to its market value. The movement had more the appearance of a desire to test the amount of short interest than a wish to buy, for it was abandon almost as suddenly as it was begun, and two-thirds of the gain was lost before closing. The general market felt the depression of the coal stocks and in the afternoon became heavy and lower, with only a little gain

THE SALES TO-DAY. The sales of active stocks to-day aggregated 292,800 shares, which were distributed as follows :-- New York 600; do. preferred, 4,300; Rock Island, 16,310; Milwaukee and St. Paul, 1,450; do. preferred, 8,800; Deland Hudson Canal 13 230: Morris and Essay 6.680: nibal and St. Joseph, 400; do. preferred, 100; Ohio and Mississippi, 2,100; Panams, 200; Western Union, 95,145; Pacific Mail, 4,200; Quicksilver, 200; do. proferred, 600; Union Pacific, 400; C., C., C. and L., 1,830

OPENING, HIGHEST AND LOWEST.

The following table shows the opening, highest an

ADVANCE AND DECLINE The following shows the advance and decline in th closing prices of the principal active stocks to-day compared with those of yesterday :-

compared with those of yesterday:—
ADVANCE.—Western Union, ¾: Union Pacific, C. G., C. and I., I; Michigan Central, ¾.
DECLINE.—Pacific Mail, 1¾; New York Central, Lake Shore, ¾; Northwestern, ¾; Rock Island, ¾; Paul, ¾; St. Paul preferred, ¾; Delaware, Lack wanna and Western, 2¾; Morris and Essex, 3¾; He mibal and St. Joseph, ¾; Delaware and Hudson, 3, CLOSING PRICES—3 P. M.

Money was easy all day at 2 a 2 1/2 per cent on call. The following were the rates of exchangeon New York at the undermentioned cities to-day nab, buying 3-16, selling 5-16; Charles on, none offering; St. Louis, 1-10 premium; Cincia ani casy, buying par, selling 1-10; New Orleans, Mc., bank 34, and Chicago, 60 premium. Foreign exchange is steady, with actual 4.87% for bankers' 60 days sterling and 4.90 for de-

Gold is stronger and higher, advancing from 107, the opening price, to 107%, the latest question. The rates paid for carrying were 1 and 1½ percent. Loans were also made flat. The rise of % per cell in coasols at London to-day did not have any effect on the price of gold here, owing to the prospects of a unher large outflow of coin, the engagements f already amounting to \$1,600,000.

Currency exchanges.
Currency balances.
Gold exchanges.
Gold balances.

to-day and the market was strong, wit the 6 per cent bonds, and these bonds the following quotations:—United an advance on

osed strong at ales currency stored, 114% mixes, 125% a 125%; do. do., 1881,

[CONTINUED ON NINTE PAGE,